



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Dennis McDevitt et al.  
Application No. : 09/981,623  
Filing Date : October 16, 2001  
Entitled : METHODS AND APPARATUS FOR PREVENTING  
MIGRATION OF SUTURES THROUGH  
TRANSOSSEOUS TUNNELS  
Atty. Docket No. : 22956-255 (MIT-220CON)

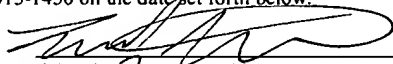
Group Art Unit: 3764

Examiner: M. Brown

Certificate of Mailing (37 C.F.R. 1.8(a))

I hereby certify that this correspondence is being deposited with the United States Postal Service as first-class mail in an envelope addressed to:  
MS AF, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date set forth below.

May 4, 2004  
Date of Signature and Mail Deposit

  
Lisa J. Michaud, Reg. No. 44,238  
Attorney for Applicants

Box AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

RECEIVED  
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TECHNOLOGY CENTER R3700

TERMINAL DISCLAIMER

Dear Sir:

Ethicon, Inc. (formerly Innovasive Devices, Inc.) represents that it is the assignee of the entire right, title, and interest in the above-referenced U.S. Patent Application No. 09/981,623 by virtue of the following, copies of which are attached hereto:

- (1) an Assignment of Application No. 09/234,022 (from which this application claims priority to) dated June 10, 1999 and June 11, 1999 from Dennis M. McDevitt and James Nicholson to Innovasive Devices, Inc.; and
- (2) a Certificate of Merger of Innovasive Devices, Inc. into Ethicon, Inc.

The owner, Ethicon, Inc., hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of United States Patent Nos. 5,860,978 and 6,302,886, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent Nos. 860,978 and 6,302,886, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

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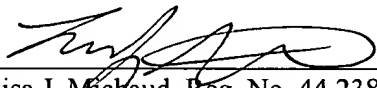
The owner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of United States Patent Nos. 860,978 and 6,302,886 in the event that either of these patent later lapse for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned has reviewed the evidentiary documents pertaining to the rights of owner to file this Disclaimer and certifies that, to the best of her knowledge and belief, title to the above-identified application is in the owner. The undersigned, as an attorney of record for the owner, is authorized to execute this document on behalf of the owner.

A check in the amount of \$110.00 due pursuant to 37 CFR § 1.20(d) is enclosed herewith. The Commissioner is further authorized to charge any additional fee due under 37 CFR §§ 1.16 or 1.17 to Deposit Account No. **141449** (reference number 22956-255).

Respectfully submitted,

Dated: May 4, 2004

  
\_\_\_\_\_  
Lisa J. Michaud, Reg. No. 44,238  
Attorney for Applicants

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Facsimile : (617) 310-9550

## ASSIGNMENT

WHEREAS, we, Dennis McDevitt, of 2 Nathaniel Way, Upton, Massachusetts, and James Nicholson, of 14 Meadowdam Road, Lincoln, Massachusetts, having invented certain new and useful improvements in METHODS AND APPARATUS FOR PREVENTING MIGRATION OF SUTURES THROUGH TRANSOSSEOUS TUNNELS for which we have made application for United States Letters Patent

X

filed on January 19, 1999

as application serial no. 09/234/022

WHEREAS, Innovative Devices, Inc., a Massachusetts corporation, having a place of business at 734 Forest Street, Marlborough, Massachusetts, and its successors and assigns (collectively hereinafter called "ASSIGNEE"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefore, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to the said ASSIGNEE of our entire right, title and interest.

We also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said ASSIGNEE, or to its successors, assigns and legal representative, any facts known to us respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

Massachusetts this 10<sup>th</sup> day of June, 1999.

Commonwealth  
STATE OF Massachusetts  
COUNTY OF Middlesex

Dennis M. McDermitt  
Dennis McDermitt

**SS.**

Before me this 10<sup>th</sup> day of JUNE, 19 99 personally appeared DENNIS McDEVITT, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

**NOTARY PUBLIC**

My Commission Expires: December 18, 2003

IN WITNESS WHEREOF, I hereto set my hand and seal at \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

## James Nicholson

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

85.

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared JAMES NICHOLSON known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

**NOTARY PUBLIC**

[Notary's Seal Here]

**My Commission Expires:**

IN WITNESS WHEREOF, I hereto set my hand and seal at \_\_\_\_\_,

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Dennis McDevitt

STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared DENNIS McDEVITT, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

\_\_\_\_\_  
NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires:

IN WITNESS WHEREOF, I hereto set my hand and seal at Dedham,

MA this 11<sup>th</sup> day of June, 1999.

James Nicholson  
James Nicholson

STATE OF MASSACHUSETTS

SS.

COUNTY OF NORFOLK

Before me this 11<sup>th</sup> day of June, 1999, personally appeared JAMES NICHOLSON known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Darlene S. Conners  
NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires:

**DARLENE S. CONNERS**

Notary Public

My Commission Expires July 6, 2002

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
CERTIFICATE RELATIVE - MERGER

*ETHICON, INC.*

*With the Previous or Alternate Name  
JOHNSON & JOHNSON MEDICAL, INC.*

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above-named  
New Jersey Domestic Profit Corporation did  
on the 23rd day of December, 1999, file and record  
in this department a Certificate of Merger of  
INNOVASIVE DEVICES, INC.  
into ETHICON, INC.  
which is the surviving business entity. This certificate  
is herein issued as by the statutes of this State required.*



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
6th day of April, 2001

A handwritten signature in cursive script, reading "Peter R. Lawrance".

Peter R Lawrance  
Acting State Treasurer